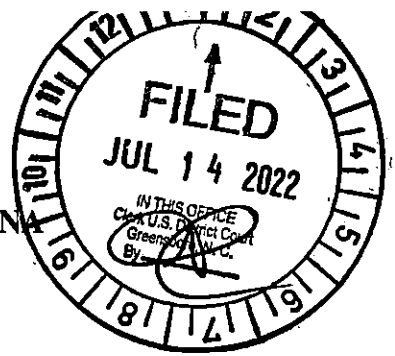


IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA



Civil Action No.: 22-cv-00517-WO-JLW

SABRINA GIBSON,

Petitioner,

APPLICATION FOR
TEMPORARY
RESTRAINING ORDER

vs.

THOMAS F. ROUPAS, JR. and PARR INVESTMENTS, LLC,

Respondents.

COMES NOW Petitioner, SABRINA GIBSON (hereinafter referred to as "Gibson"), by and through *Pro Se* submission, who brings this Application for Restraining Order, accompanied by the attached Affidavit in Support of Temporary Restraining Order, request that pursuant to Fed. R. Civ. P. 65, that this Court issue a temporary restraining order that (a) enjoins respondents from any further acts of harassment, intimidation, coercion, abuse, or retaliation against petitioner. In support thereof, Gibson states as follows:

THE PARTIES

1. Petitioner Sabrina Gibson is *sui juris* before this Court, a resident of Hampton, Virginia, and the injured party as described herein and in the accompanying Affidavit in Support of Application for Temporary Restraining Order.

2. Respondent Thomas F. Roupas, Jr. ("Roupas") is *sui juris* before this Court, an adult citizen over the age of 18, and upon information and belief, is licensed to practice law in the State of North Carolina. At all times relevant herein, Thomas F. Roupas acted in a capacity as counsel for Gibson, under the terms of a Retainer Agreement, which created a fiduciary duty on his part towards

Gibson.

3. Respondent Parr Investments, LLC ("Parr") is a for-profit property management and investment company, which, upon information and belief, is licensed to conduct everyday business in North Carolina.

FACTUAL ALLEGATIONS IN SUPPORT OF A TEMPORARY RESTRAINING ORDER
AND INJUNCTIVE RELIEF

Petitioner incorporates by reference all allegations as set forth in the accompanying "Affidavit in Support of Application for Temporary Restraining Order." So as to not repeat all of the allegations, Petitioner requests that this Court reference the allegations contained in the "Affidavit in Support of Application for Temporary Restraining Order," which has been filed contemporaneously with this Application.

STANDARD FOR GRANTING INJUNCTIVE RELIEF

Under Rule 65 of the Federal Rules of Civil Procedure, the court may issue a preliminary injunction after notice has been provided to an adverse party. Fed. R. Civ. P. 65. "The standard for granting either a TRO or a preliminary injunction is the same." *Sarsour v. Trump*, 245 F.Supp.3d 719, 728 (E.D. Va. 2017). Like a preliminary injunction, a temporary restraining order is an "extraordinary remed[y] involving the exercise of a very far-reaching power to be granted only sparingly and in limited circumstances." *Id.*

Accordingly, for the Court to grant a motion for a temporary restraining order the moving party must demonstrate "that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in his favor,

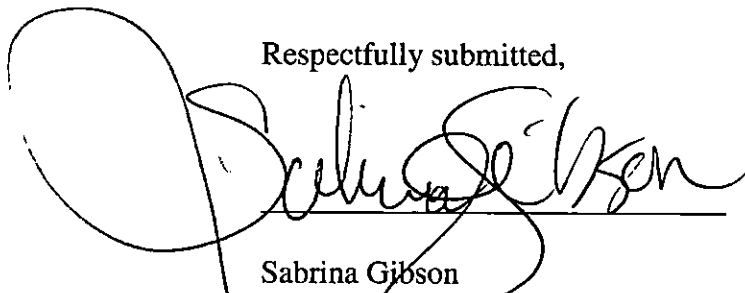
and that an injunction is in the public interest." *Id.* (citing *Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 24, 129 S.Ct. 365, 172 L.Ed.2d 249 (2008)) (internal quotations omitted); see also *Pashby v. Delia*, 709 F.3d 307, 320-21 (4th Cir. 2013) (each element of the test must be satisfied). "A party seeking preliminary injunction ... must clearly show that it is likely to succeed on the merits." *Sarsour*, 245 F.Supp.3d at 729 (alterations and quotation marks omitted). Irreparable harm means harm that is "neither remote nor speculative, but actual and imminent." *Direx Israel, Ltd. v. Breakthrough Med. Corp.*, 952 F.2d 802, 812 (4th Cir. 1991). When evaluating whether to issue an injunction, a court "should pay particular regard for the public consequences in employing the extraordinary remedy of injunction." *Winter*, 555 U.S. at 24, 129 S.Ct. 365.

CONCLUSION

Based on the foregoing, it is respectfully submitted that a temporary restraining order is warranted in the instant action. Respondents' demonstrated history show that they are not above violating Gibson's rights and detrimentally affecting Gibson's overall safety, security and quality of life. In compliance with Fed.R.Civ.P. Rule 65 and the caselaw authority cited herein, a temporary restraining order and subsequent preliminary injunction should be issued to halt any further harassing, coercive, abusive and/or harmful action on the part of Respondents.

Dated: 6/11/2022

Respectfully submitted,



Sabrina Gibson
32 Carmine Place
Hampton, VA 23666
Email: pablo981@yahoo.com
Phone: 1.757.327.8499



550 Oyster Point Rd Ste G
Newport News, VA 23602-6013
(757) 249-8480

Terminal: VA0843-OEC02
7/10/2022 13:57
Receipt#: 0843Z4L1163
Type: Purchase

Qty	Description	Amount
6	PC Basic Station Time/Minute	2.70
6	Computer B&W Prints Letter/Legal	3.90
SubTotal		6.60
District tax		0.05
City tax		0.07
County tax		0.00
State tax		0.28
Total		USD \$7.00

Acct #:*****2008
AMERICAN EXPRESS
Chip Read
Auth No.: 826782
Mode: Issuer
AID: A000000025010801
NO CVM
CVM Result: 1F0202
TVR: 0000008000
IAD: 0655010360A002
TSI: F800 .
ARC: 00
APPROVED

The Cardholder agrees to pay the Issuer
of the charge card in accordance with
the agreement between the Issuer and
the Cardholder.



Tell us how we're doing and
receive \$5 off your next \$30
print order*. Complete our survey
by scanning the QR code below,
visit fedex.com/welisten.



Offer expires 12/31/2022

*\$5 off print order of \$30.00 or more. Discount applies to orders placed
in a FedEx Office store or online through FedEx Office® Print Online.
Offer is valid at time of purchase only, no cash value and may not be
discounted or credited toward past or future purchases; discount cannot
be used in combination with custom-bid orders, other coupons, or
discounts, including account pricing. Discount not valid on the following
products and services: finishing only orders; self-service print, photo
station, fax or scan; direct mail, \$0.00M* or postage. Does not apply to
shipping, Custom Breaded boxes, rush or delivery charges. Does not
apply to retail products. No cash value. Offer void where prohibited or
restricted by law. Products, services and hours may vary by location.
© 2022 FedEx. All rights reserved. Offer expires 12/31/2022.

By submitting your project to FedEx Office
or by making a purchase in a FedEx Office
store, you agree to all FedEx Office terms
and conditions, including limitations
of liability.

Request a copy of our terms and
conditions from a team member or visit
fedex.com/officeserviceterms for details.